

This Indenture, Made this First day of May in the year of our Lord one thousand eight hundred and ninety four between George R. Anderson and Maggie J. Anderson (wife) of Leavenworth in the County of Douglas and State of Kansas of the first part, and E. J. Barker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part and heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The North East quarter (1/4) of Section Twenty eight (28) Township Twelve (12) South of Range Eighteen (18) East of the 6th P.M. Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said George R. Anderson and Maggie J. Anderson do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances insured in favor of the Mortgage

This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Dollars according to the terms of One certain Note with ten coupons this day executed and delivered by the said George R. Anderson and Maggie J. Anderson to the said party of the second part: his heirs or assigns

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part and heirs, executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part and executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said George R. Anderson heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

George R. Anderson (SEAL.)
Maggie J. Anderson (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 3^d day of May, A. D. 1895, before me, John M. Newlin, a Notary Public in and for said County and State, came George R. Anderson and Maggie J. Anderson to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires April - 28 - 1899 John M. Newlin Notary Public.
Recorded May 9 A. D. 1895 at 5³⁰ o'clock P. M.

James Brooke
Register of Deeds.

This mortgage is endorsed on the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the same thereby created discharged. As witness my hand this 17 day of December, D. 1895.

attest My hand Blair

Recorded Nov 26 1912
Hoyd L. Lawrence
Register of Deeds

also 336 273

(See Book 33 Page 28 for Assignment)

L. A.

This following is endorsed on the original instrument.